

REMARKS/ARGUMENTS

This paper is submitted in response to the office action mailed June 9, 2004. Claims 9-10, 21-46, and 50-52 have been withdrawn from consideration and new claim 53 has been added. Claims 8, 13-15 have been cancelled. In the office action, claims 1-3 and 47-48 were rejected under 35 U.S.C. §102(b) in view of Brown, Jr. (United States Patent No. 4,536,008). Claims 1-4 and 47-49 were rejected under 35 U.S.C. §102(b) in view of Nakajima, et al. (United States Patent No. 6,173,990). Claims 1-7 and 47-49 were rejected under 35 U.S.C. §102(b) in view Aoki, et al. (United States Patent No. 6,604,773).

Claim 8 was objected to as being dependent on a rejected base claim, but it was indicated that it would be allowable if rewritten in independent form. Claim 8 has been so rewritten and is presented as new claim 53. Claims 11-20 were found to be allowable.

Accordingly, claims 1-7, 11-12, 16-20, 47-49, and 53 are presented for reconsideration by the examiner.

Rejections Under 35 U.S.C. §102

Rejections Under 35 U.S.C. §102(b) In View of Brown Jr.

The Examiner rejected claims 1-3 and 47-48 as being anticipated by Brown, Jr.. It is well settled that under 35 U.S.C. Section 102 that "an invention is anticipated if . . . all the claim limitations [are] shown in a single art prior art reference. Every element of the claimed invention must be literally present, arranged as in the claim. The identical invention must be shown in as complete detail as is contained in the patent claim." *Richardson v. Suzuki Motor Co., Ltd.*, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989). *See also* MPEP §2131. The claims as presently present include features not disclosed in Brown, Jr.

Brown, Jr. fails to disclose a deflecting element comprising a catch mechanism for allowing the visor panel to be deflected out of the trajectory of the overhead airbag upon activation. "Deflect" means "to turn aside esp. from a straight course or fixed direction."

Merriam-Webster's Collegiate Dictionary, 11th ed. Brown, Jr. fails to teach any such deflection of the visor panel. Brown, Jr. operates in a distinct manner.

Brown, Jr. discloses a device where the visor is the container for the airbag. The visor is not deflected, but rather opens to deliver the airbag along a generally straight course. As illustrated, the Brown, Jr. device is pivoted from the stored position illustrated in Figure 1 into the operative position illustrated in Figure 2 by means of the mechanism described in Brown, Jr. Once the device is in the operative position, the "container units 2" are opened. Figure 5 of Brown shows the device "at the commencement of extension and inflation." Col. 2, lines 35-36. Figure 6 illustrates the Brown, Jr. device "after full extension and partial inflation." Col. 2, line 38. Nowhere in Brown, Jr. is there a teaching of a sun visor which is deflected out of the trajectory of an inflating airbag. Accordingly, Brown, Jr. does not teach every element claimed, and therefore, the rejection under 35 U.S.C. §102 (b) must be withdrawn.

Rejections Under 35 U.S.C. §102(b) In View of Nakajima, et al.

Claims 1-4 and 47-49 were rejected under 35 U.S.C. §102(b) in view of Nakajima, et al. Once again, Nakajima, et al. fails to disclose each of the limitations of the claims as presently presented. First, Nakajima, et al. does not relate to an overhead airbag as provided in each of the rejected claims. Rather, Nakajima, et al. relates to a side-impact airbag as illustrated in, for example, Figure 3.

Furthermore, Nakajima, et al. fails to disclose a deflecting element comprising a catch mechanism for allowing the visor panel to be deflected out of the trajectory of the overhead airbag upon activation. Rather, Nakajima, et al. discloses forming the sun visor in two separate portions, namely a main body (64) and an overhang (66). The sun visor is constructed so that when a predetermined pressure is exerted by the airbag, the overhang breaks away from the main body and pivots downwardly. *See*, Col. 6, lines 38-43. In particular, the main portion and the overhang pivot after the two welded portions Y1 and Y2 break. *Id.* As stated in Nakajima:

Accordingly, when a predetermined load or more acts on the overhang portion 66, the two welded portions Y1 and Y2 break, and as indicated by the two-dot chain line in FIG. 1, the overhang portion 66 easily deforms downward with respect to the main body portion 64 (i.e., in the direction indicated by arrow F in FIG. 1).

Col. 6, lines 38-43.

Accordingly, Nakajima, et al. operates in a manner distinct from that set forth in the claims as amended. Thus, Nakajima, et al. fails to teach a deflecting element, especially one comprising a detachable catch mechanism, and the claims as amended are not anticipated by Nakajima, et al.

Rejections Under 35 U.S.C. §102(e) In View of Aoki, et al.

Claims 1-7 and 47-49 were rejected under 35 U.S.C. §102(e) in view of Aoki, et al. Once again, Aoki, et al. relates to a side-impact airbag, not an overhead airbag. Furthermore, the mechanism whereby the sun visor gives way to the inflating airbag is a weakened portion in the structure of the sun visor. This weakened portion is designated "A" in, for example, Figure 3.

As stated by Aoki, et al.:

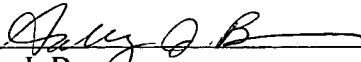
This region A of low strength is provided so that the shaft 17 may be deformed in the region A when the inflatable curtain apparatus 9 is operated. To be more precise, the shaft 17 is deformed in the region A by the force (load) brought out from the inflation of the air bag 11 when the air bag is inflated as a result of the operation of the inflatable curtain apparatus 9.

Thus, Aoki teaches a sun visor where a portion of the visor is deformed to allowed deployment of the airbag. This is achieved by providing the weakened portion discussed above. The claims as amended, conversely, provide for deflecting the visor out of the trajectory of the overhead airbag. Accordingly, the claims as amended are not anticipated by Aoki, et al.

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Applicant respectfully requests that a timely Notice of Allowance be issued in this case. If there are any remaining issues preventing allowance of the pending claims that may be clarified by telephone, the Examiner is requested to call the undersigned.

Respectfully submitted,



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